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IV2161833

INTERNAL AFFAIRS BUREAU
INVESTIGATIVE SUMMARY
IAB CASE #IV2161833

SUBJECT: Steven A. Perez, [redacted] Sergeant

LOCATION: [redacted]

INCIDENT DATE: Between September 21, 2005 - October 24, 2005

DEPARTMENT KNOWLEDGE DATE : December 16, 2005

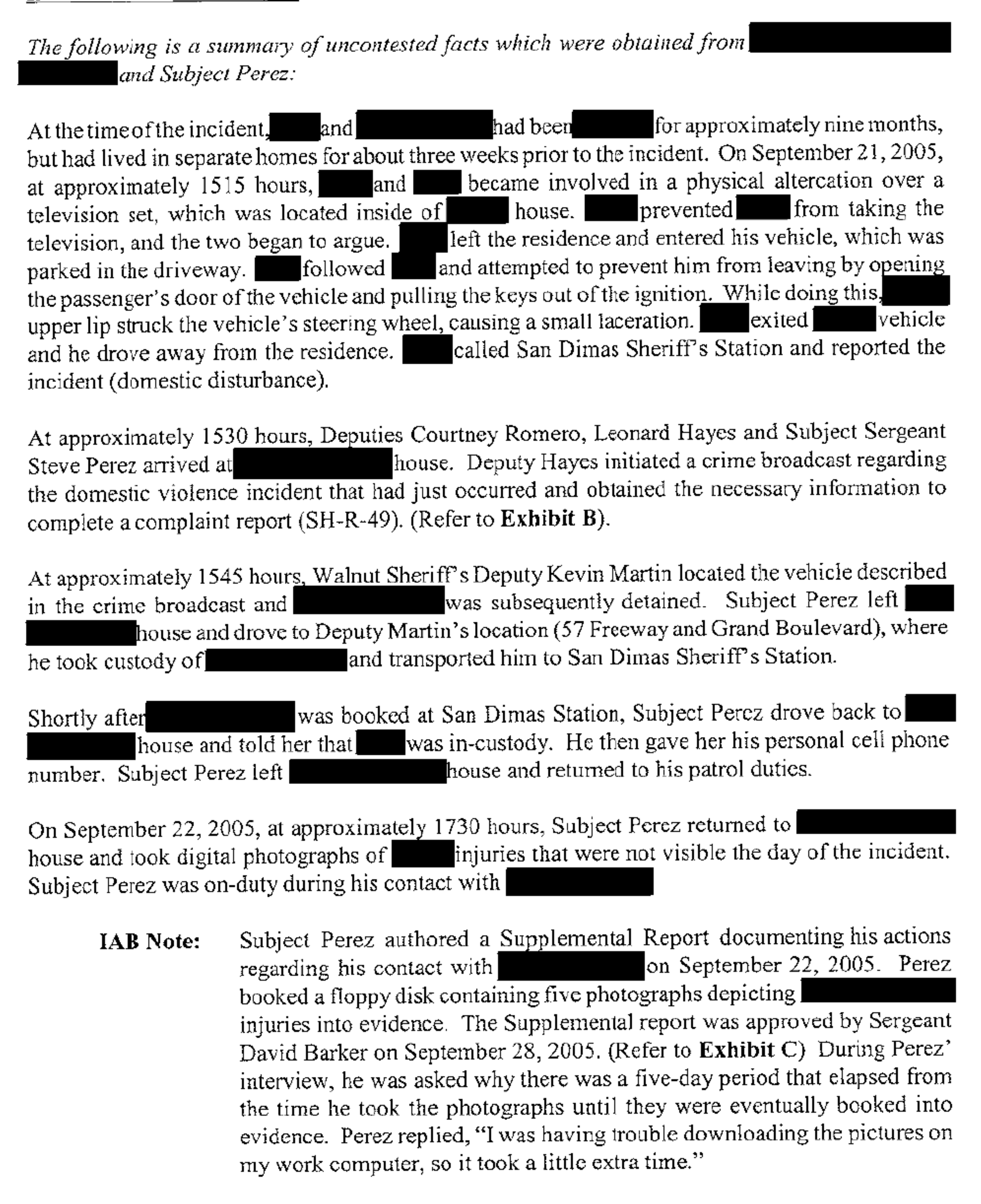
ALLEGATIONS

The case pertains to allegations that Sergeant Steven Perez used profanity towards [redacted] then tightly placed his handcuffs on [redacted] wrists during the arrest. *(Manual of Policy and Procedures Section 3-01/030.15 Conduct Towards Others and 3-01/050.10 Performance to Standards)*

Further, it alleges that Sergeant Perez was involved in a five-week sexual relationship (on and off duty) with [redacted] directly after his arrest and incarceration. *(Manual of Policy and Procedures Section 3-01/030.10 Obedience to Laws, Regulations, and Orders and 3-01/030.05 General Behavior)*

SYNOPSIS

On December 16, 2005, [redacted] contacted Lieutenant Michael Rodriguez of San Dimas Station and stated that he had been wrongfully arrested by Subject Sergeant Steven Perez on September 21, 2005, after he [redacted] had been involved in an altercation with his [redacted] alleged that Subject Perez placed handcuffs on him "extra tight" and told him to "shut the fuck up," during his arrest. Further, he alleged Subject Perez was involved in a five-week sexual relationship (on and off duty) with his [redacted] which was initiated one day after he was arrested. He alleged that the affair continued during his incarceration, and that during this relationship, [redacted] orally copulated Subject Perez, while Perez was on duty in his capacity as a sergeant and assigned to San Dimas Sheriff's Station. Lieutenant Rodriguez authored a memorandum on December 22, 2005, to Captain James Curtis regarding the contents of the interview with [redacted] (Refer to **Exhibit A**)



INVESTIGATIVE FACTS

The following is a summary of uncontested facts which were obtained from [redacted] *and Subject Perez:*

At the time of the incident, [redacted] and [redacted] had been [redacted] for approximately nine months, but had lived in separate homes for about three weeks prior to the incident. On September 21, 2005, at approximately 1515 hours, [redacted] and [redacted] became involved in a physical altercation over a television set, which was located inside of [redacted] house. [redacted] prevented [redacted] from taking the television, and the two began to argue. [redacted] left the residence and entered his vehicle, which was parked in the driveway. [redacted] followed [redacted] and attempted to prevent him from leaving by opening the passenger's door of the vehicle and pulling the keys out of the ignition. While doing this, [redacted] upper lip struck the vehicle's steering wheel, causing a small laceration. [redacted] exited [redacted] vehicle and he drove away from the residence. [redacted] called San Dimas Sheriff's Station and reported the incident (domestic disturbance).

At approximately 1530 hours, Deputies Courtney Romero, Leonard Hayes and Subject Sergeant Steve Perez arrived at [redacted] house. Deputy Hayes initiated a crime broadcast regarding the domestic violence incident that had just occurred and obtained the necessary information to complete a complaint report (SH-R-49). (Refer to **Exhibit B**).

At approximately 1545 hours, Walnut Sheriff's Deputy Kevin Martin located the vehicle described in the crime broadcast and [redacted] was subsequently detained. Subject Perez left [redacted] house and drove to Deputy Martin's location (57 Freeway and Grand Boulevard), where he took custody of [redacted] and transported him to San Dimas Sheriff's Station.

Shortly after [redacted] was booked at San Dimas Station, Subject Perez drove back to [redacted] house and told her that [redacted] was in-custody. He then gave her his personal cell phone number. Subject Perez left [redacted] house and returned to his patrol duties.

On September 22, 2005, at approximately 1730 hours, Subject Perez returned to [redacted] house and took digital photographs of [redacted] injuries that were not visible the day of the incident. Subject Perez was on-duty during his contact with [redacted]

IAB Note: Subject Perez authored a Supplemental Report documenting his actions regarding his contact with [redacted] on September 22, 2005. Perez booked a floppy disk containing five photographs depicting [redacted] injuries into evidence. The Supplemental report was approved by Sergeant David Barker on September 28, 2005. (Refer to **Exhibit C**) During Perez' interview, he was asked why there was a five-day period that elapsed from the time he took the photographs until they were eventually booked into evidence. Perez replied, "I was having trouble downloading the pictures on my work computer, so it took a little extra time."

Over the next five weeks, Subject Perez and [redacted] became involved in a consensual sexual relationship with one another. Once the relationship ended, [redacted] revealed to [redacted] that she that she had been sexually involved with Subject Perez.

COMPLAINANTS

[redacted] was interviewed at his place of employment, (Tiffany's Jewelry Store, Costa Mesa), on January 24, 2006, at 1140 hours. A complete, verbatim transcription of this interview is located in the "Complainant Interview" section of this case.

[redacted] said on the night of the incident, he and [redacted] became involved in a verbal altercation over a cellular telephone that [redacted] had purchased for his [redacted] [redacted] said he drove to [redacted] house to retrieve a television set that belonged to him. He said he and [redacted] began to struggle over the television set, which was located in the master bedroom. When he attempted to leave [redacted] house, she opened the passenger's door of his vehicle, climbed inside, and tried to take his car keys out of the ignition. While doing this, [redacted] bumped her upper lip on the vehicle's steering wheel, causing a small cut. [redacted] said he left [redacted] house and drove to work.

[redacted] said he was pulled over a short time later, approximately 10 miles from [redacted] house, taken out of his vehicle at gunpoint by Sheriff's personnel, and placed in handcuffs. A few moments later, Subject Perez arrived on scene. Perez placed his own handcuffs on him and removed the existing pair of handcuffs that were placed on him by the arresting deputy. [redacted] said Perez clinched the handcuffs down "extra tight on both his wrists," and placed him in the back of his patrol car. [redacted] said he asked Perez to loosen the handcuffs; however, Perez refused and told him to "Shut the fuck up." [redacted] informed Perez that he was a retired Alhambra Police/Fountain Valley Officer and again asked Perez to loosen the handcuffs, but Perez still refused to loosen the handcuffs.

[redacted] further stated that during the incident Perez told him to "Shut the fuck up" approximately six times while being transported to San Dimas Sheriff's Station. After they arrived at San Dimas Station and he was placed inside of the booking cell, [redacted] requested to speak to the Watch Commander. However, Perez told him, "He's busy, he'll get to you." Approximately an hour and a half later, a Hispanic Lieutenant came into the jail area and told him that he "knocked his charge down to a misdemeanor." [redacted] said he never told the Watch Commander that Perez used profanity towards him in the patrol car or that his handcuffs were too tight, because he "felt that nobody cared."

[redacted] said [redacted] told him in early December that she had an affair with Perez and she wanted to commit suicide because of it. [redacted] said that [redacted] reluctantly told him about Perez and that Perez had come back to her house the night that he [redacted] was arrested. She related that during that evening she had given Perez a "hand job." [redacted] said [redacted] further told him that on the second night, "she gave him [Perez] a blow job, and the third night Perez spent the night with her." [redacted] told [redacted] she had a six-week sexual affair with Perez and that he would come over to her house while on-duty and receive "blow jobs." [redacted] told [redacted] that she gave Perez "approximately eight blow jobs while Perez was on-duty."

[redacted] further stated that [redacted] told him that Perez "coached" her in regards to her obtaining a restraining order against him. [redacted] said [redacted] was instructed by Perez to tell the Judge that [redacted] threatened to kill her" and "make it so he won't ever get his guns back."

[redacted] said [redacted] is a drug addict and that she has a dependency for Ambien as well as Vicoden. [redacted] said he admitted [redacted] into a drug rehabilitation center during the first week of their marriage, because she was abusing prescribed medications. [redacted] said [redacted] would generally take two Ambien at a time and then have sex with him [redacted] [redacted] referred to this as [redacted] cocktail." [redacted] further said that [redacted] suffers from constant mood swings from the medication.

> **IAB Note:** Ambien is a drug used to treat insomnia as well as anxiety. It belongs to a family of drugs known as imidazopyridines (sedative hypnotics). Ambien is a controlled narcotic (Schedule IV) and requires a doctor's prescription. (Physician's Desk Reference)

[redacted]

[redacted] was interviewed at her residence on December 26, 2005, at 1515 hours. A complete, verbatim transcription of this interview is located in the "Complainant Interview" section of this case.

On September 21, 2005, [redacted] said [redacted] came over to her house, and they became involved in a physical altercation over a television set. [redacted] said [redacted] got into his vehicle and attempted to drive off, but she followed him and got inside of the vehicle. [redacted] pulled her arm, causing her to strike her face against the vehicle's steering wheel. She exited the car and [redacted] drove away.

[redacted] said she called the Sheriff's Department and reported the incident. [redacted] said Deputy Romero arrived and began obtaining information for the crime report. Shortly thereafter, [redacted] said that all of the Sheriff's personnel left her house, because [redacted] had been detained.

Later on in the evening, between 1700 and 1800 hours, [redacted] said she was upstairs resting when she heard someone knocking on her door. She opened the door and was greeted by Subject Perez, who was alone and still on-duty. Perez told her, "I just wanted to let you know that he [redacted] is off the streets. I'm actually the one who hooked your [redacted] up." [redacted] said Perez asked to come inside and the two sat on her livingroom couch.

[redacted] and Perez conversed about the arrest of [redacted] said Perez told her that "he put his handcuffs on extra tight." [redacted] and Perez talked about marital issues and Perez told her that he was unhappily [redacted] as well. [redacted] said when she began to cry, Perez consoled her by hugging her. [redacted] said that she and Perez talked for approximately an hour before Perez left. She said he gave her a kiss on her cheek and the two exchanged cellular telephone numbers.

[redacted] said at approximately 2200 hours, Perez came back to her house when he was off-duty. Both [redacted] and Perez laid next to each other on top of her livingroom sofa and kissed. [redacted] said Perez left her house around midnight.

> **IAB Note:** [redacted] claimed that Perez came to her house at approximately 2200 hours on September 21st, when he was off-duty. She said that Perez showed up to her house wearing blue gym shorts and a grey T-shirt. This investigator reviewed Subject Perez' weekly time sheet for September 14 through September 24, 2005. On September 21, 2005, Perez' time sheet showed him working PM shift, from 1330-2130. On September 22, 2005, Perez' time sheet showed him working EM shift from 2130-0530. (Refer to **Exhibit D**).

[redacted] said Perez told her that she needed to get a "CLETS Restraining Order," because [redacted] was "going to come back and kill her." (Refer to **Exhibit E)**

[redacted] said Perez called her the afternoon of September 22, 2005, and told her he was going to come over to her house so that he could change her garage door security code. She said Perez arrived at her house on-duty and parked his patrol car in a guest parking stall. She said Perez changed the garage security code, then they talked about a number of bruises that [redacted] discovered on her body from the earlier incident with [redacted] Perez left [redacted] house and returned around 2000 hours with a camera to take pictures of her bruises. [redacted] said Perez took between "six and eight pictures of the bruises." [redacted] said the bruises were located on her stomach, thighs, and arms. (Refer to **Exhibit F)** [redacted] further said that Perez did not ask her to disrobe while he took the pictures of her bruises.

After Perez took the pictures, [redacted] said she and Perez engaged in "some heavy petting." [redacted] said Perez was outfitted in his uniform while he sat on her livingroom couch. She said that Perez asked her "for a blow job" and she complied with his request. [redacted] said that Perez pulled his pants down, but left the rest of his uniform on while she orally copulated him. [redacted] said Perez left her house at approximately 2100 hours.

[redacted] said that on Friday, September 23, 2005, she spoke to Perez via cell phone as she was driving to the Pomona Courthouse to obtain the restraining order against [redacted] She said during this conversation, Perez asked her if he could come by after his shift ended. [redacted] said she agreed and Perez came to her house at approximately 2200 hours. Perez was wearing blue jeans and a shirt. [redacted] said that Perez stayed the night and the two had consensual sexual intercourse.

[redacted] said over the course of their five-week relationship, Perez would come over to her house, while on-duty, and she would orally copulate him. Lisa estimated that this occurred between 15-20 times.

IAB Note: This investigator asked [redacted] for a detailed time line of the dates and times that she orally copulated Subject Perez. After the third request, [redacted] told me that she could not recall the specific dates or times of the sexual encounters.

[redacted] said when Perez visited her, he would park his patrol car in different parking spots throughout the housing complex. She explained that Perez did this so her neighbors would not become suspicious. [redacted] contended that her neighbors, who live inside the gated community, could corroborate her claim that Perez' patrol car was parked in various parking stalls during their affair. **(Refer to Non Departmental Witnesses Section)**

[redacted] also stated that she recalled a specific incident of an encounter with Perez, while he was on duty. She said on one evening, when she was orally copulating Perez on her living sofa, she heard a call for service at "Zendejas Restaurant" broadcasted over Perez' handheld radio. [redacted] recalled the broadcast as a "heart attack call." [redacted] said she stopped orally copulating Perez and told him that he should go to the call. [redacted] said Perez told her that he would rather stay with her and remained at her house.

IAB Note: Although [redacted] could not provide a date regarding this incident, I conducted a query regarding calls for service at Zendejas Restaurant, between the dates of September 21through October 24, 2005. On October 2, 2005, at 1653 hours, San Dimas Units 81K2, Deputy James Steinert, and 81T1 Deputy John Horst, were dispatched to a 902R "heart attack victim call" at 665 West Arrow Highway, Zendejas Restaurant. The narrative in Deputy Steinert's log stated: "Assisted Engine 64, Captain Marquez, regarding 902R/chest pains...[redacted] MH/[redacted] transported to SDCH regarding follow up." (Refer to **Exhibit G**) The in-service for October 2, 2005, revealed Subject Perez assigned as 80S, from1330-2130 hours. Subject Perez' Deputy Daily Worksheet for that date showed he was not assigned to the call at Zendejas Restaurant, nor did he respond to it. (Refer to **Exhibit H**)

Lisa further related that Perez called her numerous times during their six-week relationship from his personal cellular telephone.

IAB Note: [redacted] provided me with her cellular bill for the months of September and October 2005. I documented 27 calls made from Perez' cellular phone, [redacted] made to [redacted] cellular telephone. The date of the first telephone call made by Perez was September 22, 2005, and the last on October 24, 2005. (Refer to **Exhibit I**)

[redacted] said she met Perez at Starbucks Coffee Store in San Dimas on October 27, 2005. She said Perez "was kind of cold" and that there was something "different." [redacted] said the last time she talked to Perez was on October 28, 2005.

[redacted] said she confided in a [redacted] of her deceased [redacted] regarding her interaction with Perez. [redacted] told [redacted] that Perez' intentions "were bad" and she felt "Perez wanted something else."

IAB Note: On January 26, 2006, I contacted [redacted] via telephone. After explaining the purpose of my telephone call, [redacted] abruptly ended the conversation by stating, "I don't want to be involved in anything that [redacted] has going on."

SUBJECT

Sergeant Steven Perez

Subject Perez was interviewed at Internal Affairs Bureau on January 25, 2006, at 1106 hours. A complete, verbatim transcription of this interview is located in the "Subject Interview" section of this case.

In regards to the accusation that Subject Perez purposely cinched his handcuff's down on [redacted] wrists and used profanity towards him, specifically telling him to "shut the fuck up," Subject Perez adamantly denied the allegation.

In regards to the accusation that Subject Perez participated in sexual conduct while on-duty, Subject Perez also adamantly denied the allegation.

Perez said he was on duty, working Unit 80S, on September 21, 2005. Perez responded to [redacted] in regards to a domestic violence call. Perez said Deputies Courtney Romero and Leonard Hayes also responded to the incident.

Perez said [redacted] and [redacted] became involved in a fight at the residence over a television set. Perez directed that a crime broadcast be initiated, because [redacted] had left the location. Approximately twenty minutes later, Perez said a Walnut Station deputy located [redacted] and subsequently arrested him. Perez told Deputies Romero and Hayes to stay at [redacted] house and he would transport [redacted] back to San Dimas Station. Perez said he elected to do this because "he had [redacted] name and had seen a picture of him."

Perez arrived at the location where [redacted] was being detained and identified him. Perez said he placed his handcuffs on [redacted] and took off the ones that Deputy Martin had originally placed on. Perez said he thought he double-locked the handcuffs, because he was concerned that they might cinch down on [redacted] wrists.

Perez said he placed [redacted] inside of his patrol car, seat-belting him in the back seat. Perez then drove [redacted] to San Dimas Station for booking.

IAB Note: Perez has been assigned to San Dimas Station for approximately five years. When Perez was asked how many times, he had transported prisoners as a field supervisor, he replied, "I can't say, it's been a lot of times."

Perez said he did not recall [redacted] telling him the handcuffs were placed on too tight. He did recall [redacted] telling him he was a [redacted] and requested some "leniency" because of it. Perez said if [redacted] had told him the handcuffs where placed on too tight, he would have "probably loosened them."

Perez said he never used profanity towards [redacted] specifically telling him to "shut the fuck up." Perez said he placed [redacted] in the holding cell at San Dimas Station, where he was booked for the domestic violence charge.

Perez said he went back to [redacted] house on September 21, 2005, after the arrest of [redacted] Perez wanted to let [redacted] know that [redacted] was in custody, and that he was "no longer a threat." Perez said he met [redacted] inside of her garage and the two talked for approximately 5 to 10 minutes. Perez then left [redacted] residence. Perez adamantly denied that he kissed or hugged [redacted] during this encounter. Perez said he might have consoled [redacted] by placing his hand on her back. Perez and [redacted] exchanged cellular telephone numbers and he left her residence. Perez adamantly denied asking [redacted] to masturbate him with her hand on September 21, 2005.

Perez was asked if he found [redacted] attractive when he met her. He replied, "I'm going to say yes. It wasn't like a burning desire but just as if a good-looking woman walked in and people say, 'oh, that's a good-looking woman.' Yeah, in that respect, yeah, I would say so. And I wouldn't say that I was the only one that felt that way too, you know."

On September 22, 2005, Perez said he traveled to [redacted] house while on-duty to take pictures of some bruising that had surfaced on her body the day after the incident. Perez said [redacted] invited him into her house and he took approximately five pictures. Perez said he was inside [redacted] house for approximately 15 minutes.

Perez went back to the station and wrote a supplemental report. Perez could not recall if he booked the pictures into evidence the evening of September 22nd or 23rd. Perez said the only physical contact between him and [redacted] was he placing his hand on her back to console her.

Perez adamantly denied that [redacted] orally copulated him during his visit to her house on September 22, 2005.

Perez said he became sexually involved with [redacted] between one and two weeks after meeting her. He said over the course of their six-week affair, he had consensual sexual intercourse with her two times.

During their six-week relationship, Perez said he went to [redacted] house while on duty between 3-5 times. Perez said the visits to [redacted] house generally lasted between 15-30 minutes, and he would park either in [redacted] driveway or in the guest parking spaces.

IAB Note: Perez was asked if he believed that his sexual relationship with [redacted] presented a conflict within himself. Perez stated, "Well absolutely. I mean she's, you know, a victim of a 273.5. Irregardless of the fact that it wasn't filed, I mean there were still, I still knew and I had turmoil within me and quite frankly Steve, that's when I cut it off. I had guilt, because of my job, mostly because of my marriage. So after the second time, I stopped calling her."

Perez was asked if there was any physical contact when he visited [redacted] house while he was on-duty during their relationship. Perez replied, "I hugged her and probably gave her a kiss."

Perez was asked if he recalled being at [redacted] house (October 2, 2005) when the heart attack call at Zendejas Restaurant was dispatched. He replied, "Oh, I remember being at her house when an emergency call came out of some kind and I think it might have been, I think it could've been that call. I'm not sure exactly. I don't recall."

Perez adamantly denied that [redacted] was orally copulating him when the call was dispatched. When Perez was further questioned regarding his response to the call at Zendejas Restaurant, he replied, "Well, that's not the case, because I was, I do remember rolling, like I said, rolling from her place to a call and she may have remembered that, I don't know. But, I had to leave in the middle of whatever I was doing, talking to her and I rolled to a call, but I don't recall the heart attack call."

Perez was asked how [redacted] came into possession of his wrist watch. Perez replied, "It was the night of the second incident, or the second time we were together, I took it off to get in the tub and I left it there, I forgot it when I left and that was our last contact and that's why I never got it back, because I never saw her again after that night."

Perez said he never "coached" [redacted] in regards to any aspect of her criminal complaint against her [redacted] Perez said he discussed with [redacted] her options in obtaining a restraining order against [redacted] Perez said he spoke to [redacted] on October 10, 2005, the morning she was driving to the Pomona Courthouse to obtain the restraining order against [redacted] Perez said he gave [redacted] directions to the courthouse, because she was lost.

Perez was asked how his relationship with [redacted] ended. Perez replied, "I basically stopped returning her calls. She told me things about her [redacted] and I could tell she was kind of vindictive. But, it wasn't really so much that, more so it was guilt, because of my [redacted] because of my job. I realized that it was wrong. I shouldn't be doing that. And I ended it. I stopped calling her. I stopped returning her calls specifically and that's how it ended."

WITNESSES

Detective Nicholas Cannis

Witness Cannis was interviewed at San Dimas Station on January 10, 2006, at 1415 hours. A complete, verbatim transcription of this interview is located in the "Subject Interview" section of this case.

Cannis said he was the handling Detective in the domestic violence complaint against [redacted] Cannis said he ran into Perez in the hallway of San Dimas Station a few days after the incident had occurred. Perez briefed Cannis about the particulars regarding the arrest of [redacted] Perez also told Cannis he took pictures of [redacted] bruises the day after the incident had occurred.

Cannis was asked if he noticed that Perez had an unusual interest in the criminal complaint against [redacted] He replied, "Not really. I was shocked that there were photos and I wasn't told about it, that would be the only thing. And then all of a sudden they appear, but you know, once they came in, they were photos of her injuries and I just assumed that was it. He didn't seem to have any special interest in it."

Cannis said Perez never told him that he (Perez) was involved in a relationship with [redacted] nor did Perez ever attempt to influence him in how the case was to be handled or its disposition. However, Cannis said Perez did questioned him as to what he thought the outcome of the case would be. Cannis said he told Perez that in his opinion the complaint would likely be rejected by the District Attorney's Office.

IAB Note: On September 30, 2005, after examining all of the evidence presented by Detective Nicholas Cannis, Deputy District Attorney Weinbrat concluded, "Insufficient, unlikely of conviction, he said/she said, no independent witnesses, I don't believe a jury would convict based on arm grab of the incident." (Refer to **Exhibit J**)

NON DEPARTMENT WITNESSES

There are 24 single family homes within the gated community where [redacted] resides. On January 10, 2006, Sergeant Michael Berg and I drove to [redacted] neighborhood to canvas for potential witnesses regarding her accusations. Below is a list of residents that were contacted within the gated community:

[redacted] did not observe any patrol cars parked within the complex during the dates provided by [redacted]

[redacted] did not observe any patrol cars parked within the complex during the dates provided by [redacted]

[redacted] did not observe any patrol cars parked within the complex during the dates provided by [redacted]

[redacted] observed two patrol cars parked in the complex during the dates in question. She saw one patrol car parked in front of [redacted] house, and one patrol car parked in front of her house. Mrs. [redacted] could not provide me with dates or times regarding her observations.

[redacted] did not observe any patrol cars parked within the complex during the dates provided by [redacted]

[redacted] did not observe any patrol cars parked within the complex during the dates provided by [redacted]

[redacted] did not observe any patrol cars parked within the complex during the dates provided by [redacted]

Business cards was left at the below listed addresses requesting the occupant/occupants to contact this investigator. I was not contacted by the residents at the following addresses:


[redacted]



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



September 13, 2006

Sergeant Steven Perez, #[redacted]

Sergeant Perez:

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Sergeant, Item No. 2717A, with this Department, effective at the close of business on October 4, 2006.

An investigation under File Number IAB 2161833, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders; and/or 3-01/030.07, Immoral Conduct; and/or 3-01/030.05, General Behavior, on or between September 21, 2005 and October 24, 2005, you utilized your position as a peace officer and supervisor to gain the trust of a vulnerable spousal battery victim for the ultimate purpose of your own sexual gratification, as evidenced by, but not limited to, visiting Complainant [redacted] at her home, while on duty, on several occasions, and engaging in such activities which admittedly included physical touching and/or hugging and/or kissing and on at least two occasions, while off duty, admittedly involved sexual relations with Complainant [redacted] By your actions, you have brought discredit upon yourself and the Los Angeles County Sheriff's Department.

2. That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/050.10, Performance to

Standards; and/or 3-01/050.05, Performance of Duty; and/or 3-01/050.20, Duties of All Members, on or between September 21, 2005 and October 24, 2005, while on duty, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department and/or failed to devote your time and attention to the service of the county, when you went to the home of Complainant [redacted] while on duty, without official purpose, and engaged in such activities as, but not limited to, physical touching and/or hugging and/or kissing.

3. That in violation of Manual of Policy and Procedures Section 3-01/050.05, Performance of Duty, on or about October 2, 2005, while on duty, you failed to devote your time and attention to the service of the county when you went to the home of Complainant [redacted] for unofficial purposes, and then failed to respond to a call for service at Zendejas Restaurant involving a person experiencing chest pains and/or who was possibly having a heart attack, even though Complainant [redacted] home was within close proximity to the restaurant.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief Marvin Cavanaugh on September 28, 2006, at 1000 hours, in his office, which is located at Sheriff's Headquarters Building, 4700 Ramona Boulevard, Monterey Park, on the 4th Floor. If you are unable to appear at the scheduled time and wish to schedule some other time prior to September 28, 2006, for your oral response, please call Chief Cavanaugh's secretary at [redacted] for an appointment.

If you choose to respond in writing, please call Chief Cavanaugh's secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Cavanaugh's office by no later than September 28, 2006.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your

pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Karyn Mannis

Karyn Mannis, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Marvin Cavanaugh, Field Operations Region III
Internal Affairs Bureau
Office of Independent Review (OIR)
(File #2161833)

SETTLEMENT AGREEMENT

PRELIMINARY STATEMENT

This agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Steven Perez, (hereinafter referred to as "Perez"), Employee Number [redacted]

RECITALS

The Department and Steven Perez are interested parties in the investigation under Internal Affairs Bureau No. 2161833. Both desire to resolve all disputes arising as the result of that investigation, to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and Steven Perez for and in consideration of the mutual covenants herein, agree as follow:

1. The Department, upon execution of this agreement, will rescind the intended discharge as specified in the Letter of Intent dated September 13, 2006, and issue Perez, a Letter of Imposition for a demotion from the position of Sergeant, Item No. 2717A, to the position of Deputy Sheriff Generalist, Item No. 2708A, which he accepts without appeal.

2. The charges in the Letter of Imposition will be as follows:

   Charge #1: "That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders; and/or 3-01/030.05, General Behavior, on or between September 21, 2005 and October 24, 2005, you utilized your position as a peace officer and supervisor to gain the trust of a vulnerable spousal battery victim to establish a personal relationship, as evidenced by, but not limited to, visiting Complainant [redacted] at her home, while on duty, on several occasions, and engaging in such activities which admittedly included physical touching and/or hugging and/or kissing and on at least two occasions, while off duty, admittedly involved sexual relations with Complainant [redacted] By your actions, you have brought discredit upon yourself and the Los Angeles County Sheriff's Department.

   Charge #2: That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/050.10, Performance to Standards; and/or 3-01/050.05, Performance of Duty; and/or 3-01/050.20, Duties of All Members, on or between September 21, 2005 and October 24, 2005, while on duty, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department and/or failed to devote your time and attention to the service of the county, when you went to the home of Complainant [redacted] while on duty.

   Charge #3: Will be eliminated.

3. Upon execution of this document, Perez will transfer from San Dimas Station, Field Operations Region III and be assigned as a Deputy Sheriff Generalist to Norwalk Station, Field Operations Region III.

4. The demotion will become effective upon the execution of the agreement. Perez will be eligible for restoration to the position of Sergeant, Item No. 2717A, pursuant to the Manual of Policy and Procedures, Section 3-02/130.25, from the date of execution of this agreement.

5. Moreover, Perez agrees to waive all rights in IAB Case Number 2161833, pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

6. Perez agrees to waive any and all further administrative or judicial remedies with respect to the demotion and/or discipline as stated herein, including but not limited to the Los Angeles County Civil Service Commission or the Los Angeles County Employee Relations Commission.

7. The parties further agree that this settlement shall not be considered, cited or used in any future dispute between the Department and any other department employee as establishing precedent or past employment practice. This Agreement resolves the dispute between Perez and the Department, and is not to be applied to any other facts or disputes.

8. In consideration of the terms and conditions set forth herein, Perez agrees to fully release, acquit and forever discharge the County, their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Perez concerning the subject matter referred to herein. Additionally, Perez specifically acknowledges that he has not been the subject of discrimination in any form, including but not limited to discrimination based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex, and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known to him.

9. Perez further agrees, with regard to this litigation, to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

11. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy of facsimile transmission of the agreement, including signatures, shall be deemed to constitute evidence of the agreement having been executed.

12. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the effective date" of this agreement.

13. The parties agree that this is the complete settlement agreement and that no other promises have been made by either party. The parties further agree that no changes may be made to this settlement agreement unless both parties reduce the changes to writing and sign them.

14. Each party hereto represents and agrees that he/she or it has carefully read and fully understands all of the provisions of the Agreement, and that he/she or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement.

I have read the forgoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

Steven Perez, #[redacted] — Date: 10-17-06

AS TO FORM ONLY:

N/A

Marlyne Rinaldi, Union Representative
Professional Peace Officers Association

FOR THE DEPARTMENT:

MARVIN O. CAVANAUGH, CHIEF
FIELD OPERATIONS REGION III — Date: 10/17/06



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

October 24, 2006

Sergeant Steven Perez, [redacted]

Sergeant Perez:

On September 13, 2006, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2161833. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that pursuant to a settlement agreement between you and this Department, you are reduced in rank from the position of Sergeant, Item No. 2717A, to a Deputy Sheriff Generalist, Item No. 2708A, effective close of business October 17, 2006.

An investigation under File Number IAB 2161833, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders; and/or 3-01/030.05, General Behavior, on or between September 21, 2005 and October 24, 2005, you utilized your position as a peace officer and supervisor to gain the trust of a vulnerable spousal battery victim to establish a personal relationship, as evidenced by, but not limited to, visiting Complainant [redacted] at her home, while on duty, on several occasions, and engaging in such activities which admittedly included physical touching and/or hugging and/or kissing and on at least two occasions, while off duty, admittedly involved sexual relations with Complainant [redacted] By your actions, you have brought discredit upon yourself and the Los Angeles County Sheriff's Department.

2. That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/050.10, Performance to Standards; and/or 3-01/050.05, Performance of Duty; and/or 3-01/050.20, Duties of All Members, on or between September 21, 2005 and October 24, 2005, while on duty, you failed to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department and/or failed to devote your time and attention to the service of the county, when you went to the home of Complainant [redacted] while on duty.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of this incident has been made by Department executives, including your Unit and Division Commanders.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Karyn Mannis

Karyn Mannis, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

KM:lh

c: Advocacy Unit
Employee Relations Unit
Chief Marvin Cavanaugh, FORIII
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Unit of Assignment, Norwalk Station